BILL NO. S-86-10-29

SPECIAL ORDINANCE NO. S-190-86

AN ORDINANCE approving Contract for Resolution 6054-86 - Plaza Drive and Central Drive, 1986 Bond Issue, between the City of Fort Wayne, Indiana and Gaines Construction Company, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract for Resolution 6054-86 - Plaza Drive and Central Drive, 1986 Bond Issue, between the City of Fort Wayne , by and through its Board of Public Works and Safety, and Gaines Construction Company, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> improvement of the following: (1) PLAZA DRIVE from the south property line of Colerick Street to the north property line of Drexel Avenue for the purpose of construction of new curbs, sidewalks, drive approaches, alley approaches and wingwalks. (2) CENTRAL DRIVE from the south property line of Colerick Street to the north property line of Drexel Avenue for the purpose of constructing new sidewalks, drive approaches, alley approaches and wingwalks;

the Contract price is Seventy-One Thousand Two Hundred Sixty-Three and 90/100 Dollars ($71,263.90).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract, on October 7, 1986. Two (2) copies of the Contract, attached hereto, are on file with the City Clerk, and are made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____, the ____ day of ____, 19____, at ____ o'clock ____.M.,E.S.T.

DATE: 10-28-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the ~~third time~~ in full and on motion by Henry, seconded by Glen, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD					
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 11-10-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (~~GENERAL~~) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE (~~RESOLUTION~~) NO. S-190-86

on the 10th day of November, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of November, 19 86, at the hour of 9:00 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of November, 19 86, at the hour of 9:30 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*

(Non-Federally Assisted Construction)

PROJECT: PLAZA DR. & CENTRAL DR RESOLUTION # 6054-86

1986 BOND ISSUE

?

CONTENTS

Check if contained	Pages	
	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certification of Bidder/Vendor on Anti-Apartheid

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	____ %	____ %	____ %	____ %

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

* * * * * * * * * *

BID SUMITTED

Contractor Gavin G

By Henry Gavin

Its V. President

Offer Date Sept 17 1984

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: J. Adams

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

James Haley

L D Consalvo

City of Fort Wayne
Mayor [signature]

Award Date 9-24-86

O.C. 12/84
B.O.W. Non-Fed. *Note: Award will be made on this form

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

August 29, 19 86

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock AM on the 17th day of September, 19 86, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:
PLAZA DR. & CENTRAL DR. - RES. NO. 6054-86
To improve: 1) Plaza Dr. from the south property line of Colerick St. to the north property line of Drexel Ave. for the purpose of constructing new curbs, sidewalks, drive approaches, alley approaches and wingwalks.
2) Central Dr. from the south property line of Colerick St. to the north property line of Drexel Ave. for the purpose of constructing new sidewalks, drive approaches, alley approaches and wingwalks.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive,and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of _____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. MBE The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership 100%.

For WBE specify percentage of women ownership 0 %.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 100% participation (employees) 100% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/~~WBE~~ firm 100%. (cross out inapplicable provision)

C. The undersigned commits 100% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Cathiene Becker	Hanna	Trucking
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Gaines Const Contractor _____

By Henry [illegible] By _____

Its V. President Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor Lewis Const

By _____

Its V. President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

BOND NO.. MI0008780

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Co., Inc.

as PRINCIPAL, (hereinafter called the Principal), and Credit General Insurance Company , a corporation duly organized under the State of Ohio and authorized to transact a general surety business in the State of Ind, as SURETY, (hereinafter called the Surety), are held firmly bound unto:

City ofFort Wayne, Indiana

as OBLIGEE, (hereinafter called the Obligee), in the sum equal to 10 % of the accompanying bid of the Principal, not, however, in excess of Seven Thousand Five Hundred & no/100****** dollars, ($ 7,500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the Obligee a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or (2) the furnishing of the specified goods, supplies or products, to-wit:

Plaza Drive & Central Drive, Replacing curbs and sidewalks 6054-86

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or any amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to the Principal for execution, should the Obligee award the Principal the said work or contract, or any part thereof: and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going thereinto, as in the specifications or contracts provided: or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee shall have actually suffered by reason of such failure, not exceeding the penal sum of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said award at the time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 17th day of September 19 86

Gaines Construction Co., Inc.

BY _____

Principal

Credit General Insurance Company

BY Jerry Bey

Attorney-in-Fact

CREDIT GENERAL INSURANCE COMPANY

SPRINGFIELD, OHIO

POWER OF ATTORNEY — FOR BID BONDS ONLY

PRINCIPAL Gaines Construction Co., Inc. EFFECTIVE DATE September 17, 1986

CONTRACT AMOUNT _____ AMOUNT OF BOND $ 7,500.00

POWER NO. MI 0008780

KNOW ALL MEN BY THESE PRESENTS: That the Credit General Insurance Company, a Corporation in the State of Ohio, having its home office at One South Limestone Street, Springfield, Ohio 45501, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 16th day of May, 1984, to wit:

"**Resolved, that any two officers of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.**

Be It Further Resolved, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

does hereby make, constitute and appoint Jerry Bey

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The obligation of the Company shall not exceed two hundred thousand ($200,000.00) dollars.

And to bind Credit General Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Credit General Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Credit General Insurance Company has caused these presents to be signed by two officers of the Company and its Corporate Seal to be hereto affixed.

CREDIT GENERAL INSURANCE COMPANY

Forrest J. Curtin, President

Senior Vice President

CREDIT GENERAL INSURANCE COMPANY CORPORATE SEAL * 1964 *

Notary Public)
State of Ohio) SS:

On this 16th day of May, 1984, before the subscriber, a Notary Public of the State of Ohio duly commissioned and qualified, came Forrest J. Curtin and David F. Hutchinson of the Credit General Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Springfield, Ohio, the day and year above written.

NOTARIAL SEAL • STATE OF OHIO •

Notary Public

SHARON L. GULVAS
NOTARY PUBLIC, State of Ohio
My Commission Expires January 16, 1987

State of Ohio) SS:

I, the undersigned, Secretary of CREDIT GENERAL INSURANCE COMPANY, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, is now in force.

Signed and Sealed at the Home Office of the Company, in Ohio. Dated this 17th **day of** September **A.D., 19** 86

CREDIT GENERAL INSURANCE COMPANY CORPORATE SEAL * 1964 *

L.K. Hill, Secretary

CG-SU-100 (8-85)

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:
RES. NO6054-86 PLAZA DR. & CENTRAL DR.

All work will be performed in accordance with: Resolution #6054-86, the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE of $** 77263.50. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 11/15/86 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

[x] Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 11/15/86 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 11/15/86 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Gans Const

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry Gans

Subscribed and sworn to before me by Henry Gans
this 16th day of September, 19 96.

My Commission Expires:

8-2-98

Barbara A. Brunson
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry Haines (name), the President (position) of Haines Const Co Inc. (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 17 day of Sept, 19 86 now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: Sept 16-1986 Henry Haines (signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 16th day of September, 19 86.

Barbara A. Burnworth

My commission expires:

8-2-90

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Haines Const _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Haines Const Haines, that Haines Const Co Inc does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 18 day of Sept, 1986

Haines Const Co Inc
(Name of Bidder/Vendor)

Vernon Haines Jr V-preside
(Name and Title of Person Signing)

version 1: 5/1/85 72658.60

ITEMIZED PROPOSAL CONTRACTOR: Gaines Const Co Inc

PROJ 1986 BOND ISSUE - PLAZA DR. & CENTRAL DR. RES. NO: 6054-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Curb Removal	1586	LF	2.00	3172.00
2.	Concrete Removal	2002	SY	3.00	6006.00
3.	Concrete Curb Type III 8.50 LF	1540	LF	8.50	13090.00
4.	Private Drive Approaches 6"	143	SY	18.00	2574.00
5.	Alley Approaches 8"	66	SY	22.00	1452.00
6.	Concrete Sidewalks & Yd.Walks 4"	15890	SF	1.85	29,396.50
7.	Concrete Wingwalks & Ramps 6"	1841	SF	2.30	4234.30
8.	Catch Basins Type I-C	4	EA	1400.00	5600.00
9.	Catch Basins Abandon	4	EA	200.00	800.00
10.	Structures Adj. To Grade	2	EA	50	100.00
11.	R.C.P. Cl IV (Incl.Backfill) 12"	50	LF	21	1050
12.	Asphalt Patching	163	TON	.10	16.30
13.	Fine Grade & Seed Two-dollars SY	1870	SY	2.00	3840.00
14.	Backfill Behind Curbs	160	TON	.10	16
15.	Top Soil	168	TON	.10	16.80

TOTAL: 71,263.90

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

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Admn. Appr. _____

TITLE OF ORDINANCE The Contract for Res. 6054-86, Plaza Drive and Central Dr., 86 Bond Issue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety S-86-10-49

SYNOPSIS OF ORDINANCE The Contract for Res. 6054-86, is for the improvement of the following: 1) PLAZA DRIVE from the south property line of Colerick Street to the north property line of Drexel Avenue for the purpose of construction new curbs, sidewalks drive approaches, alley approaches and wingwalks. 2) CENTRAL DRIVE from the south property line of Colerick Street to the north property ine of Drexel Avenue for the purpose of constructing new sidewalks, drive approaches, alley approaches and wingwalks. Gaines Construction Company is the Contractor. PRIOR APPROVAL RECEIVED ON 10/7/86.

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $71,263.90

ASSIGNED TO COMMITTEE

BILL NO. S-86-10-49

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for Resolution 6054-86 - Plaza Drive and Central Drive, 1986 Bond Issue, between the City of Fort Wayne, Indiana and Gaines Construction Company, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	DONALD J. SCHMIDT VICE CHAIRMAN	
	MARK E. GiaQUINTA	
	PAUL M. BURNS	
	CHARLES B. REDD	

CONCURRED IN 11-10-86

SANDRA E. KENNEDY
CITY CLERK